

TITLE SHEET**TELECOM, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for alternative local exchange telecommunications services provided by Prepaid Telecom, Inc., with principal offices at 3955 Pleasantdale Road, Suite 102, Atlanta, GA 30340. This tariff applies for services furnished within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 01 2002

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan Bue
SECRETARY OF THE COMMISSION

ISSUED DATE: December 21, 2001

EFFECTIVE DATE: February 1, 2002

By:

Houssam Abdallah, President
3955 Pleasantdale Road, Suite 102
Atlanta, GA 30340

CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet.

<u>Sheet</u>	<u>Revision Level</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original

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When a price list filing is made with the Commission , an updated Check Sheet accompanies the price list filing.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved From Another Price List Location.
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

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SHEET NUMBERING AND REVISION LEVELS

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine, the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, etc. the sheet number on file with the Commission is not always the price list sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement that connects the Customer's location to a company's switching center or point of presence.

Authorized User – A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Company – Prepaid Telecom, Inc.

Commission – The Kentucky Public Service Commission

Customer – The person, firm, corporation, or other entity that orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

ILEC – Incumbent Local Exchange Carrier

LEC – Local Exchange Company

Local Exchange Services – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Resold Local Exchange Service – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of Prepaid

The Company's services are provided on a monthly basis unless otherwise indicated and are available twenty-four hours per day, seven days per week. The Company provides such services via resold facilities or Company owned or leased facilities.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary ILEC facilities and equipment, and subject to the provisions of this tariff.

2.2.2 Prepaid reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The local service offerings provided under this price list are controlled by Prepaid and the Customer may not transfer or assign the use of service without the express consent of Prepaid.

2.2.4 Prior permission from Prepaid is required before any assignment or transfer by the Customer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 Prepaid's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

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- 2.4.2 Prepaid shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service provided under this tariff, if caused by any person or entity other than Prepaid, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any cause beyond Prepaid's direct control.
- 2.4.3 Prepaid shall not be liable for, and shall be fully indemnified and held harmless by a Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this price list; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company (or it's contractor), if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an Agent or employee of the Company.
- 2.4.5 Prepaid shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service, which is not the direct result of the Company's negligence.
- 2.5 Deposits**
- The Company does not require a deposit from the Customer.
- 2.6 Payment for Service**
- 2.6.1 The Customer is responsible for all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Prepaid. All charges due by the Customer are payable to the Company or to the Company's authorized agent. Terms of payment shall be according to the rules and regulations of Prepaid or the Authorized User and subject to the rules of regulatory agencies.

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2.6 Payment for Service contd.

- 2.6.2 The Customer must prepay the applicable installation charge and the first months local exchange service charge before service begins, then the Customer must prepay each month for all services rendered. In each month the Customer will be mailed an invoice. The invoice will be due by the 5th day following the date of the mailing. If payment is not received by the 6th day after the due date the service is subject to denial. If payment is not made by the 16th day after the due date the service is subject to disconnection
- 2.6.3 If service is suspended and the Customer restores service, the Customer is required to pay any remaining balance and a \$20.00 restoration fee.
- 2.6.4 If the telephone service is disconnected and the Customer wishes to reinstate the service, the Customer is required to pay any remaining balance and a \$50.00 reconnection fee.

The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within thirty (30) days of the date of the invoice. (Billing inquiries may be made in writing, in person or by calling the Company. A toll free number is available for customers outside the calling area: 866-519-7667.) Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Commission for final resolution by calling the Commission toll free at 800-772-4636 or by writing the Commission at the following address: Kentucky Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40602-0615.

- 2.6.5 Absent a promotional offering by the Company, a fee of \$10.00 will apply to any request initiated by a Customer for additional service or orders that change the existing service after initiation of service by Prepaid.

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2.7 Taxes

All state and local taxes, including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax, 911 assessments and FCC charges, are listed as separate line items and are not included in the quoted rates.

2.8 Terminal Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The agreement will determine terms and conditions of installation and termination of service. The service agreement does not alter rates specified in this tariff.

2.9.1 Quality of Service

Either as a reseller or as a facilities based provider, as the case may be with any particular Customer, the quality of service provided to the Prepaid end users would be equal to that received from the Company's underlying carrier.

2.10 Other Rules

2.10.1 The Company reserves the right to refuse to process Credit Card payments when authorization for use of the card is rejected or cannot be validated.

2.10.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Commission.

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2.11 Cancellation by the Customer

When a Customer desires to have his/her service terminated, he/she must notify the Company, either orally or in writing.

2.12 Interconnections

Service furnished by Prepaid may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for services initiated by the Customer in connection with services provided directly or indirectly by Prepaid. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. The Company shall not be liable for any act or omission of any other company furnishing a portion of such service.

2.13 Refusal or Discontinuance by Company

Prepaid may refuse or discontinue service under the following conditions (provided that unless otherwise stated, the Customer shall be given proper notification in accordance with 807 KAR 5:006 Section 14 to comply with any rule or remedy any deficiency:)

- (a) For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (b) For use of telephone service for any other property or purpose than that described in the application.
- (c) For neglect or refusal to provide reasonable access to Prepaid or its agents for the purpose of inspection or maintenance of equipment that may be owned by Prepaid and its Agents.
- (d) For noncompliance with or violation of Commission regulation or any rules and regulations as may be filed by Prepaid with the Commission.
- (e) For nonpayment of bills.

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2.13 Refusal or Discontinuance by Company (contd.)

- (f) If the Customer or an Authorized User of the service used the service in such a manner as to adversely affect Prepaid's service to others. (Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.)
- (g) In the event of unauthorized or fraudulent use of service.
- (h) Without notice by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Prepaid or any contracted carriers from furnishing such services.

2.14 Interruption of Service

Credit allowances will not be made for interruptions of services that are due to the Company's testing or adjusting, testing or adjusting by any contracted carrier, due to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer. It shall be the obligation of the Customer to notify Prepaid immediately of any interruption in service for which a credit allowance is being requested.

Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Prepaid's underlying ILEC's terminal.

2.15 Restoration of Service

The restoration of previously denied or disconnected service shall be in accordance with the provisions of this tariff.

2.16 Tests, Pilots Programs, Promotional Campaigns and Contests

Prepaid may bundle features for packages, conduct pilot programs and/or promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer for the purposes of customer goodwill.

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2.17 Cost of Collection and Repair

- 2.17.1 The Customer is responsible for any and all costs incurred in the collection of monies due to Prepaid including legal and accounting expenses.
- 2.17.2 The Customer is responsible for arranging for repair and payment for repair for any service outages that are on the Customer's premise or any other such repair if the outage was not directly caused by Prepaid.

2.18 Late Payment Charge

A late fee of \$10 will be charged on any past due balance on the bill at 30 days from the bill date.

2.19 Return Check Charges

The Company's returned check charge is consistent with applicable state law.

2.20 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing-impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local telecommunications service subscribers, as may be required by state law.

2.21 Access to Carrier of Choice

Prepaid's local service subscribers shall have the right to select the long distance service provider of their choice. The service provider should request confirmation and verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. The service provider should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

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2.22 Directory listings

- 2.22.1 The Company does not publish a directory of subscriber listings however; the Customer's main billing number will be placed in the directory or directories of the dominant local exchange carrier.
- 2.22.2 Reference specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to use of telephone service.
- 2.22.3 In accepting listings as requested by subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.

2.23 911 Service

- 2.23.1 The Company provides access to 911 Service for emergency calling at no charge. This service is provided via the Company's underlying contracted carrier (ILEC.)
- 2.23.2 911 information consisting of the names, addresses and telephone and telephone numbers of all telephone customers is confidential. The Company will release such information after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- 2.23.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station address are furnished to the Public Safety Answering Point.
- 2.23.4 The Company assumes no liability for any infringement, or invasion of any right or privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of the 911 Service.

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2.23 911 Service contd.**2.23.4 contd.**

Under the terms of this tariff, the Public Service Agency must agree, (except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, Occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.23.5 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

2.23.6 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 3 – DESCRIPTION OF SERVICE**3.1 Service Area**

As a service reseller or a facilities based provider, Prepaid will provide local exchange service that includes most of the underlying carrier's available features and services to residential Customers that are eligible for service in the State of Kentucky.

3.2 Local Exchange Service

Prepaid offers to residential Customers flat rate, unlimited local service with access to 911, operator services, toll free numbers and relay services.

3.2.1 The Company's Local telephone Service provides a Customer with the ability to:

- place or receive call to any calling station in the local exchange calling area
- access basic 911 Emergency Service
- access the interchange carrier selected by the Customer for long distance calling
- place or receive calls to toll telephone free numbers

3.2.2 The Company's service cannot be used to originate calls to other telephone companies caller-paid information services. The Company blocks these calls.

3.2.3 Optional Features: A customer may order optional features at the rates specified in this tariff.

3.2.4 Local line provides the Customer with a single, voice-grade communications channel. Each local line includes a telephone number.

3.3 Maintenance Plan

Prepaid offers a maintenance plan to the Customers that would cover local service outages that require repairs to the Customer's inside wiring. The plan does not include any repairs to deliberately caused outages on the Customer's premise.

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SECTION 4 – RATES**4.1 Prepaid's Local Service Rates****4.1.1 Local Exchange Service**

Prepaid offers local exchange service on a pre-paid, flat rate only.

4.1.2 Installation Charges

Installation (one time fee)	\$ 30.00
Restoration fee (on previously denied service)	\$ 20.00
Reconnection fee (if disconnected)	\$ 50.00

4.1.3 Service Rates

Basic service	\$ 48.50
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4.1.4 Optional Services

Caller ID Deluxe	\$15.00
Call Waiting	\$ 5.00
Call Waiting Deluxe	\$ 5.00
Call Return	\$ 5.00
Call Forwarding	\$ 5.00
Special Call Forwarding	\$ 5.00
Cancel Call Waiting	\$15.00
3 Way Calling	\$ 5.00
Speed Dial	\$ 5.00
Call Block	\$ 5.00
Repeat Dialing	\$ 5.00
Call Selector	\$ 5.00
Unpublished Number	\$ 5.00
Distinctive Ring	\$10.00
Special Call Acceptance	\$ 5.00
Voice Mail	\$10.00
VIP Alert	\$ 5.00
Anonymous Call Block	\$ 5.00
Call Tracing	\$ 5.00
Automatic Busy Redial	\$ 5.00
Automatic Call Return	\$ 5.00
Maintenance Plan	\$ 5.00

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4.2 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for service not generally available under this tariff. Individual case basis rates will be offered to the Customer in writing and on a non discriminatory basis. All such rates will be submitted to the Commission for approval, and will be made part of this tariff.

4.3 Kentucky Lifeline Support surcharge:

Company shall bill and collect from each Customer a fee of \$.05 per access line on monthly basis to be collected and paid in compliance with the Kentucky Universal Service Fund..

4.4 Kentucky Telecommunications Relay Service/TDD Program surcharge:

Company shall bill and collect from each Customer a fee of \$.07 per access line on a monthly basis to be collected and paid in compliance with the Commission's Administrative Cases No. 352 and No. 333.

SECTION 5 – BILLING CONTENTS**5.1 Billing Contents**

The Company's customer bills contain the following information:

- Name and address of the Company
- Prepaid's Service/Inquiry toll-free number
- Name and Address of the Customer
- Bill Date
- All Account Numbers
- Invoice Number
- Detail of Charges
- Summary of Charges

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